

Award No. 11562
Docket No. MS-13748

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

E. E. BORN, E. K. KOEHLER AND M. L. GRUND

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of E. E. Born, E. K. Koehler and M. L. Grund that:

(a) Carrier violated the Clerks' Agreement in the office of Auditor of Revenues, 63rd Street, Chicago, Illinois, on July 1, 1960, and subsequent dates, when it permitted T. E. Harris to displace on a fully covered position in the above-named office, and

(b) E. E. Born be compensated \$1.63 per day, representing the difference between the daily rate of the position from which he was displaced and the daily rate of the position he displaced on, for July 1, 1960, and each day forward until restored to his rightful position, and

(c) Miss E. K. Koehler be compensated \$0.69 per day, representing the difference between the daily rate of the position from which she was displaced and the daily rate of the position she displaced on, for July 1, 1960, and each day forward until she is restored to her rightful position, and

(d) Miss M. L. Grund be compensated a day's pay at the rate of \$18.60 attaching to the position from which she was displaced, for July 1, 1960, and each day forward until she is restored to her rightful position.

OPINION OF BOARD: Under date of July 1, 1960, Carrier's offices of Auditor of Freight Receipts and Auditor of Passenger and Station Accounts were abolished and a new office of Auditor of Revenues was created, which had the effect of consolidation of the two departments.

The fully excepted position of Assistant to Auditor of Passenger and Station Accounts was abolished and incumbent Koves was allowed to displace on partially excepted position of Chief Clerk, which had the effect of displacing the incumbents of two other partially excepted positions, resulting in two of the Claimants being forced to exercise their seniority on fully covered lower rated positions and the third being furloughed.

It is the contention of the Claimants that Carrier violated the Agreement when it allowed Koves, who had no clerical seniority, to displace on a partially excepted position of Chief Clerk. To this we cannot agree.

The position in question is excepted from the seniority (promotion, assignment and displacement) rules of the Agreement. Therefore, the Carrier had the right to appoint the employe it chose to the Chief Clerk position, regardless of seniority. Such right could be exercised by making an appointment, or allowing the incumbent to be displaced, as was the situation here.

In view of our denial of the claim, we find it unnecessary to rule on other issues raised by the parties.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of June 1963.